

A. G. Contract No. KR903095TRD
ECS File: JPA-90-158
Pima File: 01-04A114174-0191
Project: 89PM71 H3014 01C
031-1-532
Section: US-89, Oracle Road &
River Road Intersection

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 2 July, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA
COUNTY, acting by and through its Board of Supervisors (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the County desire to participate in the
design and construction of intersection improvements to US-89
(Oracle Road), at River Road, to include widening, dual left
turn lanes, exclusive right turn lanes and resurfacing, at an
estimated cost of \$11,200,000.00, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>15789</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/02/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Henry V. Greenwald</u>

II. SCOPE OF WORK

1. The County will:

a. Provide plans, specifications and such other documents required for construction bidding and construction. Incorporate States review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Provide maintenance to the Project during construction. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

c. Acquire any additional required right-of-way for the Project.

d. Invoice the State for its portion of the Project, in an amount not to exceed \$484,000.00.

e. Upon completion, approve and accept the Project and provide maintenance outside the States right-of-way.

2. The State will:

a. Review design documents and provide comments expediently, but not later than 15 working days, or the County may proceed with the Project.

b. Reimburse the County for the States portion of the Project, in an amount not to exceed \$484,000.00, within thirty days after receipt and approval of an invoice. Subsequent construction contract modifications outside of the State right-of-way shall be considered outside of this agreement.

c. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Upon completion and acceptance, provide maintenance to the Project within the States right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said ; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Pima County
Director of Transportation
1313 S. Mission Road
Tucson, AZ 85713-1398

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Reg T. Morrison
REG T. MORRISON, Chairman
Board of Supervisors

By [Signature] for
ROBERT P. MICKELSON
Deputy State Engineer

FEB 5 1991

ATTEST:


By Jane S. Williams
Title

By [Signature]
Transportation Director

RESOLUTION

BE IT RESOLVED on this 6th day of November 1990, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the construction of improvements on US-89 (Oracle Road) at the intersection of River Road.

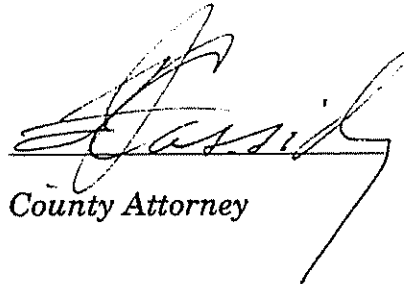
Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 14 day of Dec., 1990.


County Attorney

RESOLUTION AND ORDER NO. 1991-29

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE COUNTY AND STATE FOR THE DESIGN, CONSTRUCTION AND JOINT FUNDING OF IMPROVEMENTS ON US 89 (ORACLE ROAD) AT THE INTERSECTION OF RIVER ROAD.

Whereas, it is deemed to be in the public interest to establish an agreement with the Arizona Department of Transportation for the design, construction and payment for, various improvements on River Road, between Oracle Road and First Avenue, pursuant to the provisions of A.R.S. Sections 11-951 through 11-954.

Whereas, Pima County shall be responsible for providing plans, specifications and other documents, administration, maintenance and all contractor claims attributable to the County; and

Whereas, the State shall review design documents, reimburse the County for the States portion of payment, in an amount not to exceed Four Hundred Eight Four Thousand Dollars (\$484,000.00), provide maintenance, and to responsible for contractor claims attributable to the State.

Now, Therefore, upon motion duly made, seconded, and carried, be it resolved:

That PIMA COUNTY enter into an agreement with the STATE OF ARIZONA to set forth the general terms and conditions for the design, construction, and payment for, various improvements on River Road, between Oracle Road and First Avenue, in accordance with the attached agreement.

That the chairman of the Board is hereby authorized and directed to sign the said Agreement for the Pima County Board of Supervisors.

FEB 5 1991

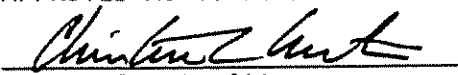
PASSED, ADOPTED, AND APPROVED THIS _____ DAY OF _____.

PIMA COUNTY BOARD OF SUPERVISORS


CHAIRMAN

FEB 5 1991

APPROVED AS TO FORM:


Deputy County Attorney

ATTEST:


Clerk of the Board of Supervisors



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert E. Corbin
XXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR903095TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of June, 1991.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath". The signature is stylized with a large, sweeping initial "J" and a long, horizontal stroke extending to the right.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section